

**Michigan Regional Skills Alliances Licensing Agreement between  
Michigan Department of Labor & Economic Growth, Bureau of Workforce Programs  
and  
«Name of RSA»**

**I. Introduction**

The Michigan Department of Labor & Economic Growth (DLEG)/Bureau of Workforce Programs (BWP), and «Name of MiRSA» hereby enter into this Licensing Agreement (“Licensing Agreement”) for the non-exclusive use of a certain Michigan Regional Skills Alliances (MiRSA) name, acronym, and logo (“Service Mark”) as depicted and described in Attachment A. DLEG/BWP is the exclusive owner of all right, title, and interest in and to the Service Mark, and, as such, has the power and authority to grant a License (“License”) to «Name of MiRSA» for use of the Service Mark. This Licensing Agreement sets forth the terms, conditions, covenants and mutual understandings of DLEG/BWP and «Name of MiRSA» regarding the use of the Service Mark licensed here under.

**II. Program Description**

The State of Michigan’s, through DLEG/BWP, objective is for the MiRSA initiative to assist local areas in developing industry-based partnerships that will promote the economic health and welfare of areas’ businesses and workers. Michigan intends to stimulate and support the development of regional skills alliances with the overall goal of providing Michigan employers with a highly skilled workforce and Michigan citizens with careers with good wages and opportunity. Firms that continually upgrade the skills of their employees are more likely to remain competitive and healthy than those who do not. As industries in a region prosper, they tend to attract suppliers who benefit from the proximity to their customers and similar businesses that benefit from the availability of skilled workers.

**III. Responsibilities**

Based upon the above Introduction and Program Description and the terms, conditions, promises, and covenants set forth herein, DLEG/BWP hereby grants to «Name of MiRSA» the License to use the Service Mark in the State of Michigan as follows:

A) «Name of MiRSA» shall:

1. Employer Led. Demonstrate to the satisfaction of DLEG/BWP, in DLEG/BWP’s sole discretion, that the development of the skills alliance is employer driven, the process in which employers will drive the current and future planning and agendas, and the employers must indicate their levels of support and participation.
2. MiRSA Name. Display the Service Mark as directed by the DLEG/BWP.

3. DLEG Attribution. Acknowledge funding provided by the DLEG/BWP on any MiRSA related publication or document.
4. Non-Assignment. Not assign, transfer, or sub-license this Licensing Agreement or Service Mark to any other party what so ever. Any attempt by «Name of MiRSA» to assign, transfer, or sub-license this Licensing Agreement or Service Mark shall cause this Licensing Agreement to be immediately terminated.

B) DLEG/BWP shall:

1. Designate «Name of MiRSA» as a Michigan Regional Skills Alliances or MiRSA during the term of this Licensing Agreement.
2. Use its best efforts to include «Name of MiRSA» in its marketing for national and global workforce development efforts.
3. Continue to utilize to the fullest extent possible all DLEG/BWP ownership rights to the Service Mark.
4. Based upon DLEG/BWP sole judgment as to scope, amount, time, resources, funding, cost of staff and staff availability provide the following technical assistance to «Name of MiRSA»:
  - a. Complete an annual assessment of the MiRSA
  - b. Provide the MiRSA access to Labor Market Information data
  - c. Conduct informational webinars
  - d. Conduct regional forums
  - e. Invite the MiRSA to learning institutes

IV. Term of Agreement

This Licensing Agreement shall commence on «Date» and, unless earlier terminated pursuant to terms of this Licensing Agreement, shall terminate on «Date».

V. Termination

Either DLEG/BWP or «Name of MiRSA» may terminate this Licensing Agreement for any reason, or no reason, by providing 30 days written notice to the other. Provided, however, if DLEG/BWP determines, in its sole discretion and judgment, that «Name of MiRSA» is using the Service Mark contrary to the terms, conditions, and promises of this Licensing Agreement, then, in any such event, DLEG/BWP may terminate this Licensing Agreement upon 5 days written notice to «Name of MiRSA».

VI. Entire Agreement

This Licensing Agreement constitutes the entire agreement between the parties with respect to the License of the Service Mark granted to «Nameof MiRSA» and supercedes all prior agreements, whether written or oral, with respect to such subject matter.

VII. Modifications Amendments

This Licensing Agreement may be modified or amended by the parties at any time provided such is done in writing and executed by the parties.

VIII. Third Party

This Licensing Agreement is for the benefit of DLEG/BWP and «Nameof MiRSA» only. No third party may rely on the terms, conditions, covenants, or promises set forth herein.

IX. Indemnification

«Nameof MiRSA» shall indemnify, defend and hold harmless DLEG/BWP from any damages that DLEG/BWP or the State of Michigan may sustain through the acts or omissions of «Nameof MiRSA» pertaining to the performance of this Licensing Agreement.

X. Counterpart Signatures

This Licensing Agreement may be signed in one or more counterparts. The counterparts taken together shall constitute one (1) Agreement.

XI. Signatories

The signatories below warrant that they are empowered to enter into this Licensing Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LICENSING AGREEMENT AS OF THE DAY AND DATE SET FORTH BELOW THEIR SIGNATURES.

By: \_\_\_\_\_  
Sharon Bommarito, Deputy Director  
Department of Labor & Economic Growth «

By: \_\_\_\_\_  
«Name of Signatory and title»  
Name of Organization»

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_